UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Fairfield Sentry Limited, et al.,

Debtors in Foreign Proceedings.

Chapter 15 Case

Case No. 10-13164 (BRL)

Jointly Administered

Fairfield Sentry Limited, et al. (In Liquidation), acting by and through the Foreign Representatives thereof,

Plaintiffs,

riammis

Theodoor GGC Amsterdam, et al.,

Defendants.

FAIRFIELD SENTRY LTD. (In Liquidation), et al.,

-against-

Plaintiffs,

-against-

HSBC PRIVATE BANK (SUISSE) S.A., et al.

Defendants.

Adv. Pro. No. 10-03496

Administratively Consolidated

Adv. Pro. No. 10-03633 (BRL)

DECLARATION OF PROF. NICOLAS JEANDIN

I, Nicolas Jeandin, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746 and the laws of the United States of America, that the following is true and correct:

A. Qualifications

1. I am a professor of Swiss civil procedure and debt enforcement and bankruptcy law at the University of Geneva. I am also a partner at the law firm Fontanet

& Associés in Geneva, Switzerland. I am admitted to the Geneva Bar. My particular interest and expertise relate to the fields of civil procedural law and debt enforcement and bankruptcy. I have extensively published and given expert advice in these fields.

- 2. A copy of my curriculum vitae is attached hereto as Exhibit A.
- B. Overview & Summary of Opinions
- 3. On 6 June 2012, being retained by counsel for HSBC Private Bank (Suisse) SA, I had rendered a declaration on the legality under Swiss law of the attempt to serve a summons with notice of the complaint by Fairfield Sentry Limited (in liquidation), Fairfield Sigma Limited (in liquidation), and Kenneth Krys, in his capacity as the liquidator (the "Foreign Representative"), upon HSBC Private Bank (Suisse) SA ("HSBC Suisse") by international registered mail. In this declaration, I had also given an opinion on whether private parties may agree to service in Switzerland by a method that violates Swiss law, or whether any such agreement would be void and unenforceable under Swiss law.
- 4. I have been again retained by counsel for HSBC Private Bank (Suisse) SA, named as defendant in the above-captioned proceeding, to give an opinion on the same matter taking into account any possible changes in the applicable Swiss laws and case law since June 2012.
- 5. I understand that other Swiss defendants in proceedings administratively consolidated with the above-captioned proceeding that the Foreign Representative has purported to serve by international registered mail will also rely on this Declaration to challenge the validity of such purported service.

- 6. I have reviewed the following documents (collectively, the "Service Documents") that purport to serve legal process (collectively, the "Complaints"):
- (a) Copy of the Affidavit of Service of Ms. Elizabeth Giler, dated 15 June 2010 and filed on 16 June 2010 in the Supreme Court of the State of New York, stating that, on 11 June 2010, Ms. Giler:

caused [to be served] true and correct copies of (1) the Summons with Notice and (2) the Court Notice Regarding Availability of Electronic Filing to be served, pursuant to the service provisions of Defendants' subscription agreement(s) with Plaintiff(s), by international registered mail, return receipt requested, enclosed and properly sealed in a postpaid envelope, [] deposited in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York

The Summons and Notice were addressed to "HSBC Private Bank (Suisse) SA" and certain unnamed "Beneficial Owners of the Accounts Held in the Name of HSBC Private Bank (Suisse) SA 1-1000" at addresses in Geneva, Switzerland.

(b) Unsigned copy of the Affidavit of Service of Christopher Michael Lau Kamg, dated 6 October 2010 and filed on 19 October 2010 in the Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), stating that, on 6 October 2010, Mr. Kamg:

caused to be served a true and correct copy of the Amended Complaint against HSBC Private Bank (Suisse) SA filed in this proceeding, together with a copy of the Summons in an Adversary Proceeding, by enclosing same in a postage prepaid envelope to be delivered via International Registered Mail and depositing same in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York

The Amended Complaint and Summons were addressed to "HSBC Private Bank (Suisse) SA" and certain unnamed "Beneficial Owners of the Accounts Held in the Name of HSBC Private Bank (Suisse) SA 1-1000" at addresses in Geneva, Switzerland and to

Cleary Gottlieb Steen & Hamilton LLP in its capacity as "Attorneys for Defendant HSBC Private Bank (Suisse) SA" at an address in New York, New York.

(c) Unsigned copy of the Affidavit of Service of Christopher Michael Lau Kamg, dated 18 February 2011 and filed on 18 February 2011 in the Bankruptcy Court, stating that, on 14 January 2011, Mr. Kamg:

caused to be served a true and correct copy of the First Amended Complaint against HSBC Private Bank (Suisse) SA, et al., filed in this proceeding, by enclosing same in a postage pre-paid envelope to be delivered via International Registered Mail and depositing same in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York

The First Amended Complaint was addressed to "HSBC Private Bank (Suisse) SA" and certain unnamed "Beneficial Owners of the Accounts Held in the Name of HSBC Private Bank (Suisse) SA 1-1000" at addresses in Geneva, Switzerland.

(d) Unsigned copy of the Affidavit of Service of Christopher Michael Lau Kamg, dated 9 August 2012 and filed on 10 August 2012 in the Bankruptcy Court, stating that, on 31 July 2012, Mr. Kamg:

caused to be served a true and correct copy of the Second Amended Complaint against HSBC Private Bank Suisse SA, et al., filed in this proceeding, together with a copy of the Second Summons in an Adversary Proceeding, by enclosing same in a postage pre-paid envelope to be delivered via International Registered Mail and depositing same in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York

The Second Amended Complaint was addressed to, among other entities, "Pan International Limited c/o HSBC Private Bank Suisse SA" at an address in Geneva, Switzerland.

7. It is thus my understanding, in light of the Service Documents and the lack of written evidence to the contrary, that the Complaints have not been purportedly served on HSBC Suisse and the alleged "beneficial owners" through other means, for example,

by means of international cooperation between the competent judicial/justice authorities of the United States of America and Switzerland.

- 8. It is my further understanding that the Foreign Representative has taken the position in these proceedings that service by registered mail is provided for under subscription agreement(s) allegedly entered into by the parties. I take no position on whether this is a proper reading of the subscription agreement, which I am advised is governed by New York law, or whether it would be good service under the laws of New York, as I am advised that agreement requires. Rather, I opine on whether, even assuming service was made in accordance with the subscription agreement, that service is violative of Swiss law, and that, further, the fact that the subscription agreement is governed by New York is irrelevant to the Swiss law analysis that follows.
- 9. Under Swiss law, judicial documents with respect to a litigation before a court in the United States such as the Complaints may only be served in Switzerland through the appropriate Swiss Central Authority under the Hague Convention of November 15, 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the "Hague Service Convention"), to which both Switzerland and the United States are signatories, or by means of letters rogatory (the "Permitted Means"). In its accession to the Hague Service Convention, Switzerland noted that service by mail directly to the parties involved is not permitted. As a result, service of judicial documents in Switzerland other than through the Permitted Means, such as by international registered mail, does not constitute valid service as a matter of Swiss law. Further, the Swiss Criminal Code ("SCC") provides in its Article 271 that whoever performs on Swiss soil an act which by its nature is an act of public authority,

¹ 20 UST 361; TIAS 6638, RS 0.274.131.

such as service of judicial documents directly on a Swiss defendant, may be subject to criminal charges.²

10. In this respect, regarding the second question, insofar as the service of judicial documents is a matter of Swiss public policy, private parties are not free to consent – irrespective of the law chosen by the parties for such consent – to any means of service other than the Permitted Means. Consequently, the consent or agreement by a private party to service other than by the Permitted Means would be void and unenforceable as a matter of Swiss law. The law governing such consent or agreement is irrelevant for the Swiss law analysis.

C. Analysis and Opinion

- 11. According to Swiss public policy ("ordre public") which contains the core principles of the Swiss legal order and public interests foreign states, their authorities or their auxiliaries are not entitled to serve by post on Swiss territory. The express reservation that Switzerland has made with respect to this method of service addressed by the Hague Service Convention flows out of Switzerland's notion of state sovereignty. Any such act would thus be deemed null and void and would be deprived of effect under Swiss law, even if the parties to the contract had specifically agreed to such illicit method, irrespective of any actual intent of the parties to circumvent Swiss public policy in so doing.
- 12. According to Swiss legal doctrine and case law, the international notification of judicial documents in Switzerland is considered a *de jure imperii* (by right of the sovereign) act, subject to the principle of territoriality, which is part and parcel of a State's sovereignty. Absent any particular treaties providing for the legal possibility to

² RS 311.0, available at https://www.admin.ch/opc/fr/classified-compilation/19370083/index.html.

serve such judicial documents, international notification by mail is not a permitted means of notification and is hence null and void.³ Thus, for instance, the judgment of a court in the United States based on a proceeding to which a Swiss party was notified only by international mail could not be recognized or enforced by the Swiss authorities.⁴ Until the ratification of the Hague Service Convention, the Swiss authorities had never, throughout the legal history of the country, abandoned their practice of requiring diplomatic notification.⁵ Nowadays, international service of judicial documents in Switzerland is governed either by multilateral or bilateral treaties. In the vast majority of cases, the service of foreign judicial documents in Switzerland is governed by the Hague Service Convention. The Hague Service Convention has been ratified by and is in force with respect to both Switzerland and the United States,⁶ and no bilateral treaty exists between those two States on the subject matter of service of judicial documents.

13. Service of judicial documents from the United States on individuals or companies in Switzerland must therefore compulsorily,⁷ as well as exclusively,⁸ be

³ THOMAS BISCHOF, Die Zustellung im internationalen Rechtsverkehr in Zivil- und Handelssachen (*Notification in international judicial civil and commercial matters*), Zurich 1997, 172 s; LOUIS GAILLARD, L'entraide internationale civile en matière judiciaire et arbitrale: l'état des questions, in Récents développements en matière d'entraide civile, pénale et administrative (*International mutual assistance in civil judicial matters and arbitration: state of the questions*, in *Recent development in mutual assistance in civil, criminal and administrative matters*) [RAPHAËL GANI (éd.)], Lausanne 2004, 35-78, p. 40; ATF 142 III 355, consid. 3.3.3, and mentioned references; TAF A-4668/2014, consid. 8.2.1.

⁴ ATF 142 III 355, consid. 3.3.3; ATF 135 III 623, SJ 2010 I 211, consid. 2; ATF 131 III 448, JdT 2006 II 143, consid. 2.1; Judgment of the Cantonal Tribunal of Argovia of 12/17/1999, AGVE 1999 70-74, quoted in RSDIE 2/2001, p. 224 s.

⁵ Louis Gaillard, p. 41.

⁶ http://hcch.e-vision.nl/index_en.php?act=conventions.status&cid=17.

⁷ Louis Gaillard, p. 52.

⁸ Declarations Reservations, Articles: 1, 5, 8, 10, 15 ("With regard to Article 1, Switzerland takes the view that the Convention applies exclusively to the Contracting States. In particular, it believes that documents which are effectively addressed to a person resident abroad cannot be served on a legal entity who is not authorized to receive them in the country in which they were drawn up without derogating from Articles 1 and 15, first paragraph, of the Convention."), https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=424&disp=resdn (last visited 10 November 2016).

performed in accordance with the provisions of the Hague Service Convention.
"Judicial document" under Art. 1 of the Hague Service Convention refers to any document that is linked to a judicial procedure (contentious or non-contentious) or to an enforcement recovery procedure.

The regular procedure provided for under the Hague Service Convention is the transmission from the competent authority under the law of the State in which the documents originate and the so-called "central authority" of the State in which the process is to be served.

Pursuant to Article 5 of the Hague Service Convention, service within the State addressed shall be performed "by a method prescribed by its internal law for the service of documents in domestic actions upon persons who are within its territory" – in this case, according to Swiss domestic law.

14. The Hague Service Convention also provides for alternative methods of service, for example, diplomatic or consular channels.¹² The convention also states that it shall not interfere with, among other things, the freedom to send judicial documents by postal channels directly to persons abroad, "[p]rovided the State of destination does not object." Switzerland has, however, formulated an express reservation to the application of alternative methods of service and the sending of judicial document by postal means, in accordance with Article 21(2)(a) of the Hague Service Convention.¹⁴ That reservation has been made in conformity with the international principles laid down at Articles 19-23

⁹ BSK IPRG-Stephen V. Berti/Lorenz Droese, Art. 11a N 11 & 12.

¹⁰ DANIELLE GAUTHEY, ALEXANDER R. MARKUS, L'entraide judiciaire internationale en matière civile (*International mutual assistance in civil matters*), Bern 2014, N 277.

¹¹ Article 3 Hague Service Convention.

¹² Article 8 Hague Service Convention.

¹³ Article 10 Hague Service Convention.

¹⁴ Declarations Reservations, Articles: 1, 5, 8, 10, 15 ("In accordance with Article 21, second paragraph (a), Switzerland declares that it is opposed to the use in its territory of the methods of transmission provided for in Articles 8 and 10."), https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=424&disp=resdn (last visited 10 November 2016).

of the Vienna Convention on the Law of Treaties of May 23, 1969. 15 as well as with Articles 10(a) and 21(2)(a) of the Hague Service Convention, which allow specifically for such a declaration. Switzerland's reservation to the sending of judicial documents by mail is thus entirely valid and accepted by the other States which are signatories to the Hague Service Convention. As shall be examined below, the service of process by mail falls under the express Swiss reservation concerning the sending of judicial documents.

15. As mentioned above, Swiss scholars and case law have traditionally considered the service of judicial documents on Swiss territory part of the Swiss sovereignty. Formal notification procedures of judicial documents are thus considered a part of the Swiss procedural public policy (ordre public formel). 6 Accordingly, these procedures cannot simply be undertaken from beyond the frontiers of the State concerned without compliance with the Permitted Means, otherwise such acts will violate the Swiss sovereignty.

The Swiss Federal Supreme Court (the "Federal Court"), has confirmed 16. this traditional approach by reasserting that direct service by post of a foreign judicial act - in that case, an introductive summons ("decreto ingiuntivo unitamente al ricorso introdottivo") - on a defendant in Switzerland constituted an irreparable breach of the reservation made to Article 10(a) of the Hague Service Convention. The Federal Court considered that such an irregular service of judicial document was not capable of, as a matter of principle, being cured at a later stage, irrespective of whether the defendant was, as a matter of fact, aware or informed of the judicial proceedings initiated against

¹⁵ RS 0.111, available at https://www.admin.ch/opc/fr/classified-compilation/19690099/index.html.

¹⁶ TAF A-4668/2014, consid. 8.2.1; ATF 124 V 47.

¹⁷ ATF 135 III 623,SJ 2010 I 211, consid. 2.2. See also ATF 142 III 180, consid. 3.3.2 and ATF 142 III 355.

him and had the opportunity to appear in the foreign proceedings and present a defense on the merits.¹⁸

17. In this respect, insofar as the service of a judicial document is a matter of Swiss public policy, the consent of the defendant to such means of service would be null and void ("privi di una qualsiasi efficacia") and would not cure the violation of Swiss law and sovereignty inherent to such service. In other words, even if the defendant on whom the process is served by post gave express written consent to the direct service by post of a foreign judicial act (including a summons), such prior consent would not be able to "cure" the absence of legal effects contemplated by such judicial documents. The fact that such consent or agreement to service by any means other than the Permitted Means may have been made by the private parties under foreign law, such as New York law, is irrelevant for the Swiss law analysis. Indeed, Swiss public policy represents a certain core of the Swiss legal order that rules out the application of incompatible foreign laws or practices. 19 A fortiori, Swiss public policy also governs private law such that agreements and other acts between private parties which are contrary to Swiss public policy are deprived of their validity or efficacy.²⁰ As a consequence, the consent or agreement by a private party to service other than by the Permitted Means would be void and unenforceable under Swiss law.

18. In view of the above, direct service of judicial documents in Switzerland by regular or registered mail and/or any other means other than the Permitted Means is

¹⁸ ATF 135 III 623, SJ 2010 I 211, consid. 2.2.

¹⁹ Andreas Bucher / Andrea Bonomi, Droit international privé (free translation: Private international law), 3rd ed., Basel 2013, p. 131 N 480; Bernard Dutoit, Droit international privé Suisse (free translation: Swiss private international law), 5th ed., Basle 2016, art. 17 N 1 & 2.

²⁰ IPRG-Kommentar [ANTON HEINI et al. (eds.)] – FRANK VISCHER, Art. 18, p. 196 N 4; ATF 117 II 48; ATF 115 II 364; ATF 102 II 404.

not valid as a matter of Swiss law and constitutes a breach of the Hague Service Convention.

- 19. Incidentally, it is to be noted that, in Swiss domestic civil proceedings, in accordance with Article 136 of the Swiss Civil Procedure Code ("CPC")²¹, the service of judicial documents is an action which is exclusively handled by the courts themselves, and private parties are not permitted to intervene in such process. To the extent that the service of judicial documents is an official activity under Swiss domestic law, a private party may therefore not take any action that would qualify as service of judicial documents. Hence, any manner of "service" by a private party would not be considered as a "service" and such a communication would have no effect.
- 20. The consequences as a matter of Swiss law of attempting to serve judicial documents other than by Permitted Means are twofold:
 - (a) Firstly, such an attempted service, insofar as it constitutes a failure to comply with the rules on service of judicial documents and is contrary to Swiss law, would mean that a foreign judgment that is rendered against a defendant in a proceeding in which only such an attempted service was made on that defendant, would not be recognizable or enforceable in Switzerland;²² and
 - (b) Secondly, insofar as service of judicial documents in Switzerland is an act of public authority by nature,²³ an attempt by a foreign private party or attorney to serve judicial documents on a defendant in Switzerland by

²¹ RS 272, available at https://www.admin.ch/opc/fr/classified-compilation/20061121/index.html.

²² Article 27(2)(a) of the Swiss Private International Law.

²³ BSK Strafrecht II- MARKUS HUSMANN, Art. 271 N 23, mentioning the judgment of the Polizeirichteramt Zug of 01.25.1990 R.M., concerning an attorney who served judicial summons and documents to a Swiss party.

regular or registered mail would constitute a criminal offence as a matter of Swiss law²⁴. Indeed, pursuant to Article 271 SCC, "any person who carries out activities on behalf of a foreign state on Swiss territory without lawful authority, where such activities are the responsibility of a public authority or public official, any person who carries out such activities for a foreign party or organisation, [and] any person who encourages such activities" commits a criminal offence. The deliberate service of judicial documents by mail to a person or entity in Switzerland may therefore be reported to the Office of the Attorney General for a violation of Article 271 SCC. The potential sanction for performing – on Swiss soil – a prohibited act on behalf of a foreign state is a jail sentence up to three years or a fine of up to CHF 1,080,000 (approximately the equivalent of US\$1,100,000)²⁵ for the individual(s) involved, or even a jail sentence of up to 20 years in serious cases.²⁶ It is to be noted that the service of any judicial document in violation of Article 271 SCC constitutes a criminal offence even if the private concerned person has agreed to be served by non-Permitted Means such as by registered mail²⁷.

21. Incidentally, the U.S. authorities are fully aware of (1) the invalidity as a matter of Swiss law of an attempted service otherwise than through Permitted Means under the Hague Service Convention and (2) of the potential sanctions of attempting to

²⁴ PC CP art. 271 N 7; DANIELLE GAUTHEY, ALEXANDER R. MARKUS, L'entraide judiciaire internationale en matière civile (free translation: International judicial mutual assistance in civil matters), Bern 2014, N 140, 153 and 191; BSK Strafrecht II- MARKUS HUSMANN, Art. 271 N 35.

²⁵ At an exchange rate of US \$1 = CHF 0.9883 as of November 11, 2016, bid rate Swiss National Bank. ²⁶ Article 271(1) SCC in connection with Articles 34 & 40 SCC.

²⁷ BERNARD CORBOZ, Les infractions en droit suisse (*Criminal offences under Swiss law*), 3rd ed., Bern 2010, Art. 271 N 14; PC CP, art. 271 N 12.

circumvent relevant Swiss law requirements, in particular for U.S. attorneys to attempt direct service by mail on a Swiss defendant. Specific information on this subject matter is available on the website of the Embassy of the United States in Switzerland at: https://ch.usembassy.gov/u-s-citizen-services/local-resources-of-u-s-citizens/judicial-information/service-process/?ga=1.249022407.1560742496.1478716499.

- 22. Private parties cannot agree to service by mail in contravention of Swiss law, since this would constitute an illicit attempt to circumvent Swiss law and the express reservation made to an international treaty, as well as a severe breach of Swiss public policy, *i.e.* of such rules which are deemed crucial and fundamental by Switzerland in order to defend its core values and its sovereignty. Service by mail and any agreement to such service by private parties would irrespective of the foreign law governing such agreement thus be void and null and unenforceable as a matter of Swiss law.
 - 23. In view of the above, it is my opinion that:
 - (a) Service of judicial documents in Switzerland by international registered mail is illegal as a matter of Swiss law and does not constitute valid service;
 - (b) Attempting to serve judicial documents in Switzerland otherwise than through the Permitted Means may constitute a criminal offence pursuant to Article 271 SCC; and
 - (c) Any agreement to effect service by mail on Swiss soil in contravention of Swiss law is void and unenforceable under Swiss law because of its incompatibility with Swiss public policy (sovereignty) and with Switzerland's express reservation made to the Hague Service Convention.

Executed on 11 January 2017, at Geneva, Switzerland.

By.

Prof. Dr. Nicolas Jeandin

EXHIBIT A

CURRICULUM VITAE

Name

JEANDIN

First name

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Date/place of birth

January 2, 1959 / Chêne-Bougeries (Geneva, Switzerland)

Nationality

Swiss

Native of

Thônex (Geneva, Switzerland)

Languages

French (mother tongue), English and German (fluent)

EDUCATION, DEGREES

1978 High School Federal Degree ("Maturité Fédérale de type A")

1981 Law Degree from the University of Geneva School of Law

1984 Degree in Business Administration from the University of

Geneva -

1981 - 1984 Various degrees from the Geneva School of Music (harmony,

counterpoint, history of music, forms and styles in music

Gregorian chants)

1985 Diploma in Advanced Studies from the University of Geneva

School of Law (traveler's check)

1992 Doctorate in Law (thesis on the Traveler's check) from the

University of Geneva School of Law

1994 "Professor Walther Hug" Prize for the above mentioned thesis

PROFESSIONAL EXPERIENCE

Sept 1984 - Oct 1986 Trainee at the law firm of Jean-Mario Torello in Geneva

December 1986 Admitted to the Geneva bar

Jan. 1987 - Sept 1991 Assistant to Professor Louis Dallèves at the University of

Geneva School of Law (first on a full time basis and then on a part-time basis), including namely extensive legal research, preparation of case studies for students, correction of exams,

and teaching of Debt Collection and Property Laws

Nov. 1987 – June 1994 Associate at the law firm of Guy and Bénédict Fontanet in

Geneva, first on a part-time basis, then on a full time basis

From July 1994 Partner at the law firm Fontanet & Partners in Geneva

From October 1994 Teacher at the University of Geneva School of Law, then

Substitute Professor (Securities Law and Debt Collection and

Bankruptcy Laws)

From October 1999 Deputy Judge at the Geneva "Cour de justice"

From October 2000 Teacher at the University of Geneva School of Law (Debt

Collection and Bankruptcy Laws)

From October 2002 Professor at the University of Geneva School of Law

(Procedure Law and Debt Collection and Bankruptcy Law)

From September 2007-2013 Vice Dean of the Geneva School of Law

PUBLICATIONS

- Le chèque de voyage, (The traveller's check), thesis, Helbing & Lichtenhahn, Bâle, 1994
- Actes de défaut de biens et retour à meilleure fortune selon le nouveau droit, (Certificate of shortfall and come into new fortune according to the new law), published in SJ 1997 pp. 261-310
- A propos du devoir des autorités de renseigner l'office, (The duty of authorities to inform the office), published in BISchK 1998 pp. 81-99
- Actes de défaut de biens et certificat d'insuffisance de gage (Certificate of Shortfall in general and for secured claims), FJS 990, 1999 (also published in German)
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 FJS 990a, 1999 (also published in German)
- Délais, féries et suspensions (Time limits, closed periods and standstills), FJS 518, 1999 (also published in German)
- Etat de collocation (Schedule of claims), FJS 990b, 2000 (also published in German)
- La plainte (The complaint), FJS 679, 2001 (also published in German)
- LPC et production de pièces de lege ferenda (Geneva civil procedure law and submission of documents de lege ferenda), published in SJ 2000 II pp. 373-407
- L'article 725a CO: no man's land procédural? (Article 725a of the Swiss Code of Obligations: procedural no man's land?), published in Insolvence, désendettement et redressement, Etudes réunies en l'honneur de Louis Dallèves, Bâle, 2000, pp. 145-169
- Loi sur les fors et poursuite pour dettes et la faillite (Statutory jurisdiction law and debt enforcement and bankruptcy), in "Das Gerichtsstandsgesetz / La loi sur les fors", published by C. Leuenberger et Renate Pfister-Liechti, Berne, 2001, pp. 81-108
- Calcul du délai d'appel, suspension, rectification d'une erreur matérielle et principe de la bonne foi (Calculation of the deadline for appeals, standstills, rectification of material mistakes and principal of good faith), published in Bulletin n° 26 de l'Ordre des Avocats de Genève, March 2001
- De la non application des féries en matière prud'homale (The non-application of closed periods before labour jurisdictions), published in Bulletin n° 28 de l'Ordre des Avocats de Genève, May 2001

- Du nouveau à propos du séquestre LP (New developments concerning freezing orders in the Swiss debt enforcement and bankruptcy law), published in Bulletin n° 31 de l'Ordre des Avocats de Genève, December 2001
- Commentaire sur les articles 120 à 126 CO (Comments on Articles 120 to 126 of the Swiss Code of Obligations), in: "Commentaire romand du Code des obligations" (eds L. Thévenoz / F. Werro), Bâle-Genève, 2003
- Commentaire sur les articles 513 à 515a CO (Comments on the Articles 513 to 515a of the Swiss Code of Obligations), in: "Commentaire romand du Code des obligations" (eds L. Thévenoz / F. Werro), Bâle-Genève, 2003
- Assainissement des particuliers: bilan de santé (Consolidations of individuals : review of the situation), in: "Défaillance de paiement: retard et défaut de paiement", contribution au 3° cycle de Cartigny, Fribourg, 2002, pp. 223-243
- Parties au procès: mouvement et (r)évolution (Parties of proceedings: movement and (r)evolution), Schulthess, Genève, 2003
- La production des pièces protégées par le secret bancaire en procédure civile (Submission of documents protected by bank secrecy in civil procedure), in "Journée 2002 de droit bancaire et financier", Berne, 2003, pp. 107-142
- Conclusion générale (General conclusion), in "Unification of civil procedure, Journée en l'honneur du Professeur François Perret" (eds R. Trigo Trindade / N. Jeandin), Genève, 2004, pp. 171-188
- Les effets de la faillite sur le contrat de durée (Bankruptcy effect on long-term contracts),
 in "Le contrat dans tous ses états", Berne, 2004, pp. 71-99
- Editor, together with the late Professor Louis Dallèves and Professor Bénédict Foëx, of the Commentaire romand de la loi fédérale sur la poursuite pour dettes et la faillite ainsi que des articles 166 à 175 de la loi fédérale sur le droit international privé (The Swiss debt enforcement and bankruptcy law commentary, as well as comments on Articles 166 to 175 of the Switzerland's federal code on private international law), Bâle-Genève, 2005
- Comments on different articles of the Swiss debt enforcement and bankruptcy law (Comments on Articles 58 to 63 (together with B. Foëx), 112 to 115 (together with Y. Sabeti), 261 to 264 (together with N. Casonato) and 265 to 270 LP, in "Commentaire romand de la LP" (The Swiss debt enforcement and bankruptcy law commentary) (eds L. Dallèves / B. Foëx / N. Jeandin), Bâle-Genève, 2005
- L'exécution des titres authentiques en Suisse: vers la fin d'une autodiscrimination?
 (Execution of notarised deeds in Switzerland: towards the end of self-discrimination?), in
 "Schweizerisches und internationales Zwangsvollstreckungsrecht: Festschrift für Karl Spühler zum 70. Geburtstag". Zurich-Bâle-Genève, 2005, pp. 135-148

- L'insolvabilité en relation avec les contrats de bail et de travail (Insolvency in relation to lease and employment contracts), Revue de droit Suisse, Bâle, 2005, pp. 189-218
- Aspects judiciaires relatifs à l'octroi du séquestre (Judicial aspects relating to the granting of freezing order), in Journal des Tribunaux 2006, II pp. 51-76
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LECTURES

- Lecture given on 12 June 1998 at the "Assemblée générale annuelle de la Conférence des préposés aux poursuites et faillites de Suisse" on the duty of the authorities to inform the Debt Collection and Bankruptcy Office ("A propos du devoir des autorités de renseigner l'office")
- Lecture given for the Geneva Young Bar Association on 19 November 1998, on the procedural aspects of the Swiss Debt Collection and Bankruptcy Act ("Aspects proceduraux de la LP")
- Speaker at a conference organized on 5 May 1999 by the "Association genevoise du droit des affaires" on the foreign trusts and the Swiss legal order ("Trusts étrangers et ordre juridique suisse")
- Lecture given on 31 January 2000 at the "Société genevoise de droit et de législation", on the Geneva Civil Procedure Law and the establishment of facts de lege ferenda ("LPC et établissement des faits de lege ferenda")
- Lecture given on 23 November 2000 at a conference organized in Geneva by the "Fondation pour la formation continue des juges suisses" on the Statutory Jurisdiction law and the Debt Collection and Bankruptcy ("Loi sur les fors et poursuite pour dettes et la faillite")
- Lecture given on 23 October 2002 at a conference organized by the "Association genevoise de droit des affaires" on the reform of the Debt Collection and Bankruptcy Offices ("La réforme des offices des poursuites et des faillites")
- Lecture given at the "Journée de droit bancaire et financier" on 30 October 2002 on the production of documents protected by banking secrecy in civil proceedings ("La production de pièces protégées par le secret bancaire en procédure civile")
- Lecture given on 17 March 2003 for the Geneva Bar Association on how the Geneva Civil Procedural Law will be affected by the new Swiss Civil Procedure Code ("Comment la LPC survivra-t-elle à la nouvelle PCS en préparation?")
- Lecture given on 6 November 2003 at the "Assemblée générale de la SchKG Vereinigung" on the insolvency in relation with lease contracts and employment contracts ("L'insolvabilité en relation avec les contrats de bail et de travail")

- Organizer with Prof. Rita Trigo Trindade of a conference on 6 March 2003 for Prof. François Perret about the unification of the civil procedure ("Unification de la procédure civile") and speaker at said conference
- Lecture given on 26 January 2004 at the "Société genevoise de droit et de législation" on the effects of bankruptcy on long-term contracts ("Les effets de la faillite sur le contrat de durée")
- Lecture given at the "Cercle romand Richard Wagner" on 18 May 2004 on the Swiss Penal Code ("Héros wagnériens et code pénal")
- Co-chair with Prof. Henry Peter of a conference on Financing and refinancing companies in the prospective of insolvency, held in Geneva on 17 and 18 September 2004
- Chair of the conference on civil liability ("Journée de la responsabilité civile") on 19 November 2004 on the damage ("Le préjudice: une notion en devenir")
- Speaker at a conference organized by the "Centre de droit bancaire et financier (Réforme des sûretés mobilières)" on 7 June 2006 on insolvency ("Défaillance, Réalisation, Insolvabilité: Enseignements pour le droit suisse")
- Lecture given on 22 September 2006 ("Journée d'études consacrée à la nouvelle Loi sur le tribunal fédéral") on the appeal on civil matters at the Swiss Federal Supreme Court ("Le recours en matière civile")
- Speaker at a conference organized on 8 March 2007 by the "CEDIDAC" ("Journée sur le projet de code de procédure civile suisse") on appeals and the execution of judgments ("Les voies de droit et l'exécution des jugements")
- Speaker at a conference on the real estate sale ("La Vente immobilière") organized by the "Fondation Notariat suisse" on 20 January 2009
- Speaker at a conference on debt collection and bankruptcy organized in Geneva on 3 December 2009 ("SchKG Vereinigung")
- Speaker at a conference for the legal trainees ("Journée Romande des avocats stagiaires") on 16 January 2010
- Lecture on the agreement to conclude a contract "Promesse et contrat chez Richard Wagner" on 21 January 2010
- Lecture on the Swiss Civil Procedure Code on 18 February 2010
- Lectures on the new Swiss Civil Procedure Code given to judges on 12 March 2010 and 26 March 2010

- Speaker at a conference organised by "GASI" in Lugano about the enforcement of nonmonetary obligations ("L'exécution forcée des obligations non pécuniaires") on 26 April 2010
- Lecture given to the Master in Business Law students at the University of Geneva on debts restructuring (Assainissement, « entreprises en difficultés : détection et remède ») on 4 May 2010
- Lecture on the enforceability of notarised deeds under the new Swiss Civil Procedure Code on 21 May 2010
- Speaker at a conference on international private law held at the University of Bern on 10 September 2010
- Lecture on civil liability at the University of Geneva ("Journée de la responsabilité civile 2010") on 14 September 2010
- Course given to the administrative staff of the Geneva Tribunals about the new Swiss Civil Procedure Code on 8 and 11 October 2010
- Lecture given at a conference organized by the Chamber of public notaries in Geneva ("Chambre des notaires de Genève") on the enforceability of the notarised deed on 14 October 2010
- Lecture given at a conference organized by the notaries of the canton of Fribourg ("Conférence des notaires à Fribourg"), on civil liability ("Journée responsabilité civile") on 27 October 2010
- Course given to the judges of the labour law Court in Geneva on the new Swiss Civil Procedure Code on 18 October and 1 November 2010
- Course "FSA" given to Swiss lawyers about the Swiss Civil Procedure Code on 4 November 2010
- Lecture given at the University of Neuchâtel on the enforceable titles ("Journées de formation continue sur les titres exécutoires") on 5 November and 2 December 2010
- Lecture ("Conférence ICONE") on the enforceable notarized deed ("L'acte authentique exécutoire") in Yverdon-les-Bains on 18 November 2010
- Lecture at the University of Geneva at a conference on the banking and finance law on 25 November 2010 ("Journée de droit bancaire et financier")
- Lecture given to the members of the Counsel of the public notaries of the canton of Jura on 30 November 2010
- Lecture ("Séminaire FNS") on the easement contract ("Contrat constitutif de servitude") on 18 January 2011

- Lecture given at the Swiss Conference of the civil procedure teachers ("Conférence suisse des professeurs de procédure civile") on the procedural aspects of the revised Lugano Convention ("Aspects procéduraux liés à la Convention de Lugano révisée") on 6 May 2011
- Speaker at the cross-border seminar held by the Conference of the *Barreaux lémaniques* on 27 May 2011
- Course "FSA" given to Swiss lawyers on labour law on 17 June 2011
- Lecture given at the conference on civil law on the Lugano Convention ("Journée de droit civil") on 20 and 21 June 2011 ("Conférence sur la Convention de Lugano, du for à certaines figures procédurales en passant par le droit élu")
- Lecture at a conference organized by the Debt Collection and Bankruptcy Association in Bern ("Association LP") on the Swiss Civil Procedure Code on 9 September 2011
- Lecture at a conference organized in Lugano on the civil appeal ("Le recours en matière civile") before the Swiss Federal Supreme Court ("Journée d'étude LP, Commission tessinoise de formation des juristes") on 20 October 2011
- Lecture ("Conférence SGDL") on the Swiss Civil Procedure Code on 5 March 2012 ("Le CPC après 14 mois de pratique : tour d'horizon des premières expériences genevoises")
- Presentation given at the conference organized by the Commission de formation des notaires (Committee of formation for the public notary) about enforcement in Switzerland on 8 March 2012
- Lecture at the University of Fribourg on Swiss Civil Procedure on 11 May 2012 ("Schweizeriche Konferenz der Hochschullehrer für Zivilverfahrensrecht")
- Lecture at a conference on Debt Collection and Bankruptcy Law in Lausanne on 15 May 2012 ("Conférence des Préposés")
- Lecture at a conference on Debt Collection and Bankruptcy Law in Lausanne ("Séminaire LP") on 14 May 2013
- Lecture at a conference on property law in Geneva ("Journée du droit de la propriété") on 31 May 2013
- Lecture at the continuing training Seminar (Séminaire formation continue) about the special procedures under the civil procedure code of Geneva given on 10 June 2013
- Lecture at a conference organized for the Tunisian lawyers in Geneva on the Swiss Civil Procedure Code ("Les nouveautés du CPC en matière de maîtrise de l'instruction pour le juge et les dispositions pertinentes de la LTF en matière de traitement des dossiers") on 4 July 2013

- Speaker at a conference on real estate on the recent case law rendered on the legal protection in clear cases ("La jurisprudence récente en matière de cas clairs") on 25 September 2014
- Lecture given at a conference ("Conférence FIDLEG") on litigation proceedings, ("Procédure contentieuse et procédure collective") on 1 October 2014
- Lecture given at a conference of the notaries in Lugano ("Conférence des notaires à Lugano") on the public deed ("L'Acte public exécutif") on 23 October 2014
- Lecture given at a conference on debt collection and Bankruptcy law ("Conférence des préposés aux poursuites et faillites de Suisse, Séminaire de formation") on 12 May 2015
- Lecture given on debt collection and Bankruptcy law ("Journée lausannoise de droit des poursuites, le nouveau droit de l'assainissement, entre droit de l'exécution forcée, droit des sociétés et droit du travail") on 2 September 2015
- Lecture given in Lausanne at the seminar organized by the Swiss public notary Foundation (la Fondation notariat Suisse) in Lausanne on 8 September 2015
- Lecture given at a conference on a debt restructuring of individuals on 1 October 2015 ("Conférence sur l'assainissement des particuliers, "Eine Restschuldbefreiung in der Schweiz aus Gläubigerperspektive")
- Lecture given at a conference in the University of Geneva during the study day about enforcement on 12 February 2016
- Lecture given at a conference organized by the Society of law and legislation of Geneva (Société genevoise de droit et de législation) about the freezing of assets on 11 April 2016
- Lecture given at a training Seminar organized by the "Conférence des préposés aux poursuites et faillites de Suisse" on debt collection and Bankruptcy law ("suspension et réouverture de faillite") on 18 May 2016
- Course "FSA" given to Swiss lawyers on debt collection and Bankruptcy law ("privilège, exécution") on 2 June 2016

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EXHIBIT B

This declaration applies to the adversary proceedings listed below:

	Case No.	Case Name
1.	Adv. Pro. 10-03496	Fairfield Sentry Ltd. (In Liquidation), et al. v. Theodoor GGC Amsterdam, et al.
2.	Adv. Pro. 10-03502	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Securities Sub A/C, et al.
3.	Adv. Pro. 10-03504	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.
4.	Adv. Pro. 10-03505	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.
5.	Adv. Pro. 10-03507	Fairfield Sentry Ltd. (In Liquidation), et al. v. Meritz Fire & Marine Insurance Company Ltd., et al.
6.	Adv. Pro. 10-03508	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. (Asia) Ltd., et al.
7.	Adv. Pro. 10-03509	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Santander (Suisse) S.A., et al.
8.	Adv. Pro. 10-03510	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim (Suisse) Ltd., et al.
9.	Adv. Pro. 10-03512	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Mizrahi Tefahot Bank Ltd., et al.
10.	Adv. Pro. 10-03513	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Syz & Co. S.A., et al.
11.	Adv. Pro. 10-03514	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piguet & Cie S.A., et al.
12.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.
13.	Adv. Pro. 10-03516	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., et al.
14.	Adv. Pro. 10-03521	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombardy Properties Limited, et al.
15.	Adv. Pro. 10-03540	Fairfield Sentry Ltd. (In Liquidation), et al. v. Vontobel Asset Management, et al.
16.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.
17.	Adv. Pro. 10-03615	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of America National Trust and Savings Association, et al.
18.	Adv. Pro. 10-03616	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Luxembourg, et al.
19.	Adv. Pro. 10-03618	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Miami, et al.
20.	Adv. Pro. 10-03619	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Institutional Trust Services (Asia) Limited, et al.
21.	Adv. Pro. 10-03620	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse International, et al.
22.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.
23.	Adv. Pro. 10-03622	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank NA London, et al.

	Case No.	Case Name
24.	Adv. Pro. 10-03623	Fairfield Sentry Ltd. (In Liquidation), et al. v. AXA Isle of Man A/C L&C, et al.
25.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.
26.	Adv. Pro. 10-03625	Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.
27.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.
28.	Adv. Pro. 10-03629	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Private Banking Nom, et al.
29.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.
30.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.
31.	Adv. Pro. 10-03632	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Andbanc Andorra, et al.
32.	Adv. Pro. 10-03633	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Suisse) SA, et al.
33.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.
34.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.
35.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.
36.	Adv. Pro. 10-03640	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank (Switzerland) AG, et al.
37.	Adv. Pro. 10-03744	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Trust Company America, et al.
38.	Adv. Pro. 10-03745	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al.
39.	Adv. Pro. 10-03746	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.
40.	Adv. Pro. 10-03747	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank AG Singapore, et al.
41.	Adv. Pro. 10-03750	Fairfield Sentry Ltd. (In Liquidation), et al. v. Blubank Ltd., et al.
42.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.
43.	Adv. Pro. 10-03753	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dresdner Bank LateinAmerika AG, et al.
44.	Adv. Pro. 10-03754	Fairfield Sentry Ltd. (In Liquidation), et al. v. CDC IXIS, et al.
45.	Adv. Pro. 10-03755	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA, et al.
46.	Adv. Pro. 10-03756	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.
47.	Adv. Pro. 10-03757	Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.
48.	Adv. Pro. 10-03758	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Ltd. Ref Greenlake Arbitrage Fund Ltd., et al.
49.	Adv. Pro. 10-03764	Fairfield Sentry Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.
50.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.
51.	Adv. Pro. 10-03778	Fairfield Sentry Ltd. (In Liquidation), et al. v. Wall Street Securities SA, et al.

	Case No.	Case Name
52.	Adv. Pro. 10-03780	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.
53.	Adv. Pro. 10-03782	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bahamas), et al.
54.	Adv. Pro. 10-03783	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Atlantico (Bahamas), et al.
55.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.
56.	Adv. Pro. 10-03787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.
57.	Adv. Pro. 10-03788	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.
58.	Adv. Pro. 10-03791	Fairfield Sentry Ltd. (In Liquidation), et al. v. Monte Paschi Ireland Ltd., et al.
59.	Adv. Pro. 10-03792	Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.
60.	Adv. Pro. 10-03793	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.
61.	Adv. Pro. 10-03795	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.
62.	Adv. Pro. 10-03798	Fairfield Sentry Ltd. (In Liquidation), et al. v. Strina, et al.
63.	Adv. Pro. 10-03799	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.
64.	Adv. Pro. 10-03801	Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse) SA, et al.
65.	Adv. Pro. 10-03863	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sumitomo Trust & Banking Co., LTD.
66.	Adv. Pro. 10-03864	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis Private Banking International SA, et al.
67.	Adv. Pro. 10-03865	Fairfield Sentry Ltd. (In Liquidation), et al. v. Celfin Int'l Ltd., et al.
68.	Adv. Pro. 10-03867	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.
69.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.
70.	Adv. Pro. 10-03869	Fairfield Sentry Ltd. (In Liquidation), et al. v. Six Sis AG/CH104026, et al.
71.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.
72.	Adv. Pro. 10-03873	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bordier & Cie, et al.
73.	Adv. Pro. 10-04087	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.
74.	Adv. Pro. 10-04088	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.
75.	Adv. Pro. 10-04089	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Inversis SA, et al.
76.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.
77.	Adv. Pro. 10-04091	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia Private Bank (Switzerland), et al.
78.	Adv. Pro. 10-04094	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natexis Banques Populaires, et al.

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79.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.
80.	Adv. Pro. 10-04096	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Di Desio E Della Brianza/Zenit Altern. Inv./Zenit Master, et al.
81.	Adv. Pro. 10-04097	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Nominees (IOM) Limited, et al.
82.	Adv. Pro. 10-04098	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Arbitrage SNC, et al.
83.	Adv. Pro. 10-04099	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Private Bank and Trust Cayman Ltd., et al.
84.	Adv. Pro. 10-04100	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citivic Nominees Limited, et al.
85.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.
86.	Adv. Pro. 10-04238	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hansard Europe Ltd., et al.
87.	Adv. Pro. 11-01467	Fairfield Sentry Ltd. (In Liquidation), et al. v. BK Hapoalim/B M Tel Aviv, et al.
88.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Fortis Banque Luxembourg, et al.
89.	Adv. Pro. 11-01243	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer and Co. Ltd., Zurich, et al.
90.	Adv. Pro. 11-01244	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole (Suisse) SA a/k/a Banque du Credit Agricole (Suisse) SA, et al.
91.	Adv. Pro. 11-01249	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. Bank AG, et al.
92.	Adv. Pro. 11-01250	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Luxembourg SA, et al.
93.	Adv. Pro. 11-01253	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SWEDCLIENT/IAM, et al.
94.	Adv. Pro. 11-01254	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux a/k/a American Express Bank (London), et al.
95.	Adv. Pro. 11-01256	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance SA, et al.
96.	Adv. Pro. 11-01257	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives, et al.
97.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.
98.	Adv. Pro. 11-01259	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.
99.	Adv. Pro. 11-01260	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait a/k/a National Bank of Kuwait, et al.
100.	Adv. Pro. 11-01460	Fairfield Sigma Ltd. (In Liquidation), et al. v. FS/LAB/AXA PM, et al.
101.	Adv. Pro. 11-01461	Fairfield Sentry Ltd. (In Liquidation), et al. v. Melrose Investments Ltd., et al.
102.	Adv. Pro. 11-01462	Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.
103.	Adv. Pro. 11-01463	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.
104.	Adv. Pro. 11-01464	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis f/k/a IXIS Corporate and Investment Bank, et al.
105.	Adv. Pro. 11-01470	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barfield Nominees Limited, et al.

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107.	Adv. Pro. 11-01564	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Limited, et al.
108.	Adv. Pro. 11-01565	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/ING Lux, et al.
109.	Adv. Pro. 11-01566	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.
110.	Adv. Pro. 11-01567	Fairfield Sentry Ltd. (In Liquidation), et al. v. Global Fund Porvenir, et al.
111.	Adv. Pro. 11-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Banque Degroof Bruxelles, et al.
112.	Adv. Pro. 11-01571	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banc of America Securities LLC, et al.
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114.	Adv. Pro. 11-01576	Fairfield Sentry Ltd. (In Liquidation), et al. v. Multi-Strategy Fund Limited, et al.
115.	Adv. Pro. 11-01577	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cathay Life Insurance Co. Ltd., et al.
116.	Adv. Pro. 11-01578	Fairfield Sentry Ltd. (In Liquidation), et al. v. NYROY, et al.
117.	Adv. Pro. 11-01579	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Nominees Ltd., et al.
118.	Adv. Pro. 11-01581	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rahn & Bodmer Banquiers, et al.
119.	Adv. Pro. 11-01582	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Asia) Limited, et al.
120.	Adv. Pro. 11-01584	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Luxembourg), et al.
121.	Adv. Pro. 11-01585	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.
122.	Adv. Pro. 11-01586	Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.
123.	Adv. Pro. 11-01587	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust Bahamas Ltd., et al.
124.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.
125.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. All Funds Bank, et al.
126.	Adv. Pro. 11-01592	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cherwinka, et al.
127.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Guyerzeller Zurich, et al.
128.	Adv. Pro. 11-01595	Fairfield Sentry Ltd. (In Liquidation), et al. v. KWI, et al.
129.	Adv. Pro. 11-01598	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque et Caisse D'epargne de L'Etat Lux, et al.
130.	Adv. Pro. 11-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Eduardo Fernandez de Valderrama Murillo, et al.

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131.	Adv. Pro. 11-01600	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.
132.	Adv. Pro. 11-01601	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Management, et al.
133.	Adv. Pro. 11-01604	Fairfield Sentry Ltd. (In Liquidation), et al. v. PFPC Bank Limited, et al.
134.	Adv. Pro. 11-01606	Fairfield Sentry Ltd. (In Liquidation), et al. v. Koch Investment (UK) Company, et al.
135.	Adv. Pro. 11-01610	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Israel Discount Bank, Limited, Tel Aviv, et al.
136.	Adv. Pro. 11-01612	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie AG, et al.
137.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. IDF Global Fund, et al.
138.	Adv. Pro. 11-01615	Fairfield Sigma Ltd. (In Liquidation), et al. v. Societe Europeenne de Banque S.A.
139.	Adv. Pro. 11-01617	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank SA/NV, et al.
140.	Adv. Pro. 11-01619	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBP Titres, et al.
141.	Adv. Pro. 11-01719	Fairfield Sentry Ltd. (In Liquidation), et al. v. Abu Dhabi Investment Authority et al.
142.	Adv. Pro. 11-01760	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Vontobel AG, et al.
143.	Adv. Pro. 11-02253	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.
144.	Adv. Pro. 11-02336	Fairfield Sentry Ltd. (In Liquidation), et al. v. Naidot & Co., et al.
145.	Adv. Pro. 11-02392	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lion Global Investors f/k/a Lion Fairfield Capital Management, et al.
146.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.
147.	Adv. Pro. 11-02440	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.
148.	Adv. Pro. 11-02530	Fairfield Sentry Ltd. (In Liquidation), et al. v. Avalon Absolute Return Funds PLC, et al.
149.	Adv. Pro. 11-02532	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deltec Bank & Trust Limited, et al.
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151.	Adv. Pro. 11-02594	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rothschild Trust (Schweiz) AG, et al.
152.	Adv. Pro. 11-02611	Fairfield Sentry Ltd. (In Liquidation), et al. v. Andorra Banc Agricol Reig SA, et al.
153.	Adv. Pro. 11-02612	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al.
154.	Adv. Pro. 11-02613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.
155.	Adv. Pro. 11-02770	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citigroup Global Markets Limited, et al.

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157.	Adv. Pro. 11-02772	Fairfield Sentry Ltd. (In Liquidation), et al. v. BankMed (Suisse) S.A. f/k/a Banque de la Mediterra, et al.
158.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.
159.	Adv. Pro. 12-01119	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank (Nederland) N.V., et al.
160.	Adv. Pro. 12-01123	Fairfield Sentry Ltd. (In Liquidation), et al. v. BANCA CARIGE SPA, et al.
161.	Adv. Pro. 12-01124	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa International, et al.
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163.	Adv. Pro. 12-01127	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited, et al.
164.	Adv. Pro. 12-01128	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Seoul Branch, Ltd., et al.
165.	Adv. Pro. 12-01131	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rothschild & Cie Banque Paris, et al.
166.	Adv. Pro. 12-01132	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services Espana S.A.
167.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.
168.	Adv. Pro. 12-01135	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of Ireland Nominees Limited, et al.
169.	Adv. Pro. 12-01136	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bred Banque Populaire, et al.
170.	Adv. Pro. 12-01140	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Cesare Ponti SPA, et al.
171.	Adv. Pro. 12-01142	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank Korea Inc., et al.
172.	Adv. Pro. 12-01143	Fairfield Sentry Ltd. (In Liquidation), et al. v. Centre College, et al.
173.	Adv. Pro. 12-01144	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim BM, London, et al.
174.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Luxembourg, S.A., et al.
175.	Adv. Pro. 12-01148	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto Adige Soc. Coop. Resp. Lim., et al.
176.	Adv. Pro. 12-01155	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kiangsu Chekiang and Shanghai Residents (H.K.) Association, et al.
177.	Adv. Pro. 12-01158	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Bank Leumi Israel, et al.
178.	Adv. Pro. 12-01162	Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta S.P.A., et al.
179.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.
180.	Adv. Pro. 12-01187	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Popolare Di Verona E Novara Luxembourg S.A. n/k/a Banco Popolare Luxembourg S.A., et al.

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181.	Adv. Pro. 12-01264	Fairfield Sentry Ltd. (In Liquidation), et al. v. Jared Trading Limited/BVI et al.
182.	Adv. Pro. 12-01265	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.
183.	Adv. Pro. 12-01267	Fairfield Sentry Ltd. (In Liquidation), et al. v. TAIB Bank E.C., et al.
184.	Adv. Pro. 12-01270	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities (Panama) SA, et al.
185.	Adv. Pro. 12-01271	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hontai Life Insurance Company Limited, et al.
186.	Adv. Pro. 12-01272	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroders Italy SIM SPA, et al.
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188.	Adv. Pro. 12-01286	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco General SA Banca Privada, et al.
189.	Adv. Pro. 12-01287	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Patagonia (Uruguay) S.A.I.F.E., et al.
190.	Adv. Pro. 12-01288	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cais Bank, et al.
191.	Adv. Pro. 12-01290	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC International Trustee Limited, et al.
192.	Adv. Pro. 12-01294	Fairfield Sentry Ltd. (In Liquidation), et al. v. Alok Sama, et al.
193.	Adv. Pro. 12-01295	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie a/k/a Bank Sarasin & Co., et al.
194.	Adv. Pro. 12-01298	Fairfield Sentry Ltd. (In Liquidation), et al. v. Don Chimango SA, et al.
195.	Adv. Pro. 12-01301	Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Limited, et al.
196.	Adv. Pro. 12-01550	Fairfield Sentry Ltd. (In Liquidation), et al. v. Atlantic Security Bank, et al.
197.	Adv. Pro. 12-01551	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Espana f/k/a Fortis Bank (Espana), et al.
198.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.
199.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited List Parties, et al.
200.	Adv. Pro. 12-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services NV, et al.
201.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.
202.	Adv. Pro. 12-01571	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Cayman Limited n/k/a ABN AMRO Fund Services Bank (Cayman) Limited, et al.
203.	Adv. Pro. 12-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.
204.	Adv. Pro. 12-01600	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hyposwiss Private Bank Geneve F/K/A Anglo Irish Bank (Suisse), S.A. et al.
205.	Adv. Pro. 12-01601	Fairfield Sentry Ltd. (In Liquidation), et al. v. Select Absolute Strategies SICAV, et al.

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206.	Adv. Pro. 12-01716	Fairfield Sentry Ltd. (In Liquidation), et al. v. Essex 21 Limited, et al.
207.	Adv. Pro. 16-01214	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Investor Services Bank SA, et al.